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Prepared by and Return to:
Roy E. Dean
Judd, Ulrich, Scarlett, Wickman & Dean, P.A.
2940 South Tamiami Trail
Sarasota, Florida 34239



CERTIFICATE OF RESTATEMENT

**EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
GULFVIEW ESTATES, UNIT NO. 1
AND
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
GULFVIEW ESTATES UNIT NO. 1, PHASE II and III**

THE UNDERSIGNED, as President of GULFVIEW ESTATES OWNERS ASSOCIATION, INC. (the "Association"), hereby certifies that the Easements, Covenants and Restrictions for GULFVIEW ESTATES, UNIT NO. 1, a subdivision, originally recorded at Official Records Book 1441, Page 1589, et seq., of the Public Records of Sarasota County, Florida, as amended, AND the Easements, Covenants and Restrictions for GULFVIEW ESTATES, UNIT NO. 1, PHASE II AND III, a subdivision, originally recorded at Official Records Book 2173, Page 262, et seq., of the Public Records of Sarasota County, Florida, were each duly amended and restated by the written consent of those owners of a majority of lots in a particular subdivision present in person or by proxy, at a properly called meeting of the Association held on December 5, 2012.

It is further certified that the amended and restated Easements, Covenants and Restrictions for the specified subdivisions is attached hereto.

IN WITNESS WHEREOF, the Association has caused this certificate to be executed by its President this 5th December, 2012

WITNESSES

Print Name: LINDA SUSSMAN

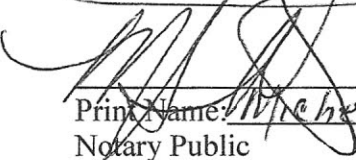
Print Name: Lynn Lake

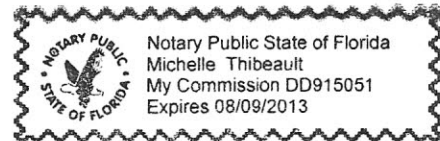
GULFVIEW ESTATES OWNERS ASSOCIATION, INC.

By:
Print Name: Nanette J. Vuolo
President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged on December 5, 2012
before me by Nanette Vuolo as president of GULFVIEW ESTATES OWNERS
ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has
produced _____ as identification.


Print Name: Michelle Thibeault
Notary Public
My Commission Expires:



**RESTATED DECLARATIONS
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
GULF VIEW ESTATES, UNIT NO. 1
AND
GULF VIEW ESTATES UNIT NO. 1, PHASE II and III**

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**AMENDED AND RESTATED DECLARATIONS
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
GULFVIEW ESTATES, UNIT NO.1
AND
GULFVIEW ESTATES UNIT NO.1, PHASE II and III**

WHEREAS, the original declaration of Easements, Covenants and Restrictions for GULFVIEW ESTATES, UNIT NO. 1, a subdivision, was recorded at Official Records Book 1441, Page 1589, et seq., of the Public Records of Sarasota County, Florida, and

WHEREAS, the original declaration of Easements, Covenants and Restrictions for GULFVIEW ESTATES, UNIT NO. 1, PHASE II AND III, a subdivision, was recorded at Official Records Book 2173, Page 262, et seq., of the Public Records of Sarasota County, Florida, and

WHEREAS, there have been numerous amendments to the declarations as reflected by instruments recorded in the public records of Sarasota County, Florida, and

WHEREAS, the two subdivisions consist of most of the lots platted as Unit 1 of Gulf View Estates in Plat Book 7, Pages 86 and 86A, of the Public Records of Sarasota County, Florida, in 1954, and

WHEREAS, GULFVIEW ESTATES OWNERS ASSOCIATION, INC. (the "Association"), is the homeowners' association responsible for the operation of each of the subdivisions as a community generally known as GULFVIEW ESTATES,

NOW, THEREFORE, the above described declarations, as amended, are hereby restated in their entireties in this document for the purpose of establishing, as is reasonably possible, identical provisions in each of the declarations for uniformity of easements, covenants, and restrictions in the subdivisions.

ARTICLE I

Covenants and Restrictions - Land and Parties Bound

1. **Binding Provisions.** These easements, covenants and restrictions run with the lands comprising the subdivisions as defined above and shall be binding upon the Association and the

Owners of all Lots contained in the subdivisions. "Owner" when used herein shall include the singular and the plural, the masculine, feminine and neuter genders, whenever and wherever the context so admits and requires. "Lot" as used herein shall mean a platted lot contained in the subdivisions, or may mean a Lot, or a combination of Lots, or not less than one Lot together with a portion of another adjoining Lot which together forms a buildable site in accordance with the requirements of Article II, sections 3 and 4, of these easements, covenants and restrictions.

2. Primary Intent. The primary intent of these easements, covenants, and restrictions is to preserve the appearance of the neighborhood.

ARTICLE II **Architectural Control**

The construction, remodel or renovation of dwellings located these subdivisions shall be in accordance with the following provisions.

1. Single Family Residential Use Only. No Lot shall be used for any purpose other than solely and exclusively for a single family residential dwelling. All structures attached to, or appurtenant to, or forming a part of, the single family dwelling built, or to be built, upon a Lot shall be considered a part of the dwelling.

2. Size of Buildable Lot. No building Lot shall contain less area than 7500 square feet.

3. Subdividing Lots. No Lot shall at any time be subdivided except with the prior written consent of the Association's Board of Directors (the "Board"). The Board may grant permission to subdivide or combine Lots under the following circumstances:

(a) The Board may grant permission to join two Lots together to serve as one building site.

(b) The Board may grant permission to an Owner of two or more contiguous Lots to convey a part of one to an adjoining Lot Owner, providing that the grantor shall retain ownership of land having a total area meeting all minimum requirements of a Lot as required by Article II, section 3 hereof.

(c) In the event any portion of any Lots shall once be conveyed as permitted under subparagraphs (a) or (b) above, the portion of lands so conveyed and the land then owned by the grantee thereof shall together thereafter be deemed and constituted forever one single Lot. In the case as above provided under subparagraph (b), the portion of land retained shall thereafter be deemed and shall constitute one single Lot and shall not, in any event thereafter, be further subdivided or sold, except as one Lot.

4. Lot Grading. Finish floor level shall be set at a minimum of 18" above street grade to provide proper drainage of the respective Lots, and no filling or grading shall be done which will adversely affect the drainage of the property or cause excess drainage upon adjacent property. Protective slopes around all buildings shall be provided and maintained on every Lot by the

respective Owners. Side Lot line swales shall be planned and maintained to prevent standing water. All proposed plans for grading of Lots shall be submitted to the Board in writing, for approval, rejection, or modification, thirty (30) days in advance of grading and prior to any other construction proposals.

5. Set Back Requirements. All dwellings shall conform to Sarasota County zoning and setback requirements.

(a) All dwellings must face the street. Nothing contained herein shall be construed to require all dwellings to be exactly parallel to defined set back lines.

(b) Except as otherwise provided, all measurements shall be to the nearest part of a vertical plane contiguous to the most exterior projection of the dwelling including, but not limited to, roof eaves, and other projections, except that to the extent eaves extend beyond three (3) feet from the main body of the dwelling, they shall be considered an encroachment.

6. Easements. The following easement obligations and restrictions apply.

(a) There exists in the subdivisions a utility and TV cable easement around the perimeter of the property lines of each Lot, including Lot lines bordering dedicated streets, such easement having a width of eight (8) feet along each rear Lot line, six (6) feet along each side Lot line, and ten (10) feet along each front Lot line, measured at right angles to and within the property lines of each Lot.

(b) An easement exists over the rear ten (10) feet of Lots adjacent to any dedicated street outside the subdivisions to install and maintain privacy walls and/or plantings.

(c) Each easement area may be entered upon, improved, used, and occupied for purposes of installing and maintaining cable TV and public utilities, such as water and sewer, as required by public utility companies or private companies approved by the Board. Where a dwelling is built on a Lot consisting of more than one platted Lot, the utility easement shall be deemed to run the perimeter of the whole Lot and is waived as to the original platted Lot line lying within said property.

(d) The Association, its successors and assigns, or the owner or operator of the water and sewer system serving the subdivisions, or any other utility providing services to the subdivisions, or the Owners or tenants of Owners of Lots within the subdivisions, and their respective invitees, shall have the right of ingress and egress over the streets as shown on the Plat of the Subdivision. The right is hereby granted to all electric, telephone and cable TV franchises to install their respective services in, and to enter upon, all streets or easements, as may be authorized by the ordinances of Sarasota County, Florida, for the installation, repair, maintenance or reconstruction thereof. The Association has the right to grant additional easements over any common areas of the subdivisions.

7. Underground Utilities. All lines, pipes, wires, utility service of any type shall be installed, constructed, placed or permitted upon any Lot in an appropriate underground conduit.

8. Type of Dwelling. All dwellings constructed, remodeled, renovated, permitted to remain, or to be occupied on any Lot shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions.

(a) No Owner shall make any exterior improvement that is visible to any other Lot Owner from any angle, and no Owner shall apply for any governmental approval for a building or other type of permit for any improvement unless, and until, the Owner first obtains the written approval for the improvement from the Board. For the purposes of this subsection, the term "improvement" shall mean, but shall not be limited to, any building, fence, wall, patio area, pool, spa, deck, grading, drainage, driveway, walkway, or any other alteration, addition, improvement or change of any kind or nature which is constructed, made, installed, placed or removed in, on, or from any Lot, or in, on, or from the exterior of any dwelling or any other improvement upon any Lot, except for maintenance or repair which does not result in a material change to any improvement.

(b) Dwelling paint colors shall be pastels or earth tone in keeping with the character of the neighborhood.

(c) No dwelling shall be constructed, remodeled or renovated upon any Lot until two (2) sets of complete plans and specifications, professionally drawn and showing full exterior appearance, together with a plot plan thereof, showing the location of the structure in relation to the Lot boundary lines, shall be submitted to the Board for its approval, along with a cover letter stating the applicant's full name and mailing address, the general contractor who will do the construction, and a proposed completion time. One copy of such plans and specifications and plot plan shall be archived by the Association as a permanent record. The Board shall have no more than thirty (30) days to approve or reject the plans, specifications and plot plan, and, if rejected, the Board shall notify the applicant in writing of the portions or parts thereof which were objectionable to the Board. Notice of rejection shall be delivered to the applicant by depositing the same with the U. S. Postal Service, postage prepaid, addressed to the applicant at the address set forth in the original submission. In the event, that the applicant makes the changes requested by the Board, the plans, specifications and plot plan shall be resubmitted for approval or rejection by the Board, which approval or rejection shall be within thirty (30) days after resubmission if the plans, specifications and plot plan are approved by the Board as resubmitted. The Board shall evidence approval of plans, specifications and plot plans by delivery to applicant in the manner set forth above, a written statement of approval in duplicate, one copy of which shall be posted on the subject Lot during the construction term. All construction work must be completed in accordance with the plans, specifications and plot plan so approved and must be completed within one (1) year from the date of commencement of construction.

(d) Only one single family dwelling shall be permitted on any Lot.

(e) Any structures which are necessary to the dwelling such as garages, porches, service or utility rooms, guest rooms, servants quarters, and like structures shall be attached to, and be, an integral part of the dwelling and shall also conform with all requirements hereof. No detached structures of any type shall be constructed on any Lot.

(f) All dwelling shall have a ground floor living area of not less than 1400 square feet, exclusive of garage or other non air-conditioned areas. Garages shall have a minimum two (2) car or a maximum of three (3) car capacity and are to be used solely as garages and not as living quarters.

(g) All roofs of dwellings shall be of cedar shake shingles, glazed tile, cement, slate, Bermuda style cement, or metal. The style of metal roof shall be "tile" or "shake" and shall simulate current appearance of existing roofs. Roofs may also be constructed of asphalt or fiberglass shingles having a textured appearance and being 240 lb., or heavier, unless otherwise approved in advance by the Board in writing. No built-up roofs (pitch and gravel) are permitted.

(h) All dwellings built after January 1, 2004, shall have a yard post light which shall be located four (4) feet off the driveway and fifteen (15) feet from the street line. Location of new or replacement yard post lights shall be uniform with existing yard post lights. Front yard post lights must be on from dusk to dawn for security purposes. Dwellings built prior to January 1, 2004, without a yard post light are required to have an exterior front entrance or garage light on from dusk to dawn. Any dwelling not required to have a yard light on the effective date of this amendment shall have a required yard light installed on the Lot on which such dwelling is located within six (6) months after a transfer of title to such Lot following the effective date of this restatement.

(i) All dwellings shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the subdivisions. All external dwelling walls must be of stucco covered cement block, or of wood, brick or stone, unless otherwise approved by the Board in writing. No asbestos shingles, or asbestos siding of any type, or asphaltic, plastic, metal, or similar covering, shall be used on exterior walls.

(j) All driveways, parking areas and front walkways shall be constructed of reinforced concrete or pavers, shall include the area lying between the road pavement to the property lines, and shall be a minimum of four (4) inches in thickness for reinforced concrete and in accordance with Sarasota County ordinances as applicable, for pavers. Asphalt driveways are not permitted. There shall also be no dirt, grass or shell rock driveways.

(k) In no event, shall a dwelling that has been previously occupied in another location be moved onto a Lot.

9. Landscape Plan. The Association reserves the right to review and approve a landscape plan which shall be submitted for approval prior to issuance of a Sarasota County certificate of occupancy. The landscape plan shall be approved or rejected by the Board in the same manner as described for dwellings herein.

10. Screened Enclosures. All swimming pools and spas must be enclosed by a screened cage.

11. Walls, Hedges and Fences. No fences, walls, or other enclosures, or dividers acting as the same, shall be constructed, permitted or maintained unless architecturally part of the dwelling and within the setback line established by Article II, section 5, above. A hedge may be placed inside of the rear property line upon receipt of prior written Board approval.

12. Temporary Buildings. No temporary outbuildings of any type shall be permitted or maintained upon any Lot except outbuildings used in connection with the construction, remodeling or renovation of a dwelling. All outbuildings shall be approved in writing by the Board prior to their construction and placement and shall be positioned near the rear of the Lot.

13. Water, Sewer, Sanitary Facilities. All dwellings constructed upon any Lots in the Subdivision shall be connected to, or shall connect by completion of the dwelling, to a water system and/or sanitary sewerage system available and provided by any private or public facility, its successors or assigns.

14. Variances. The Board is vested with the power to grant to Owners variances from the obligations of these declarations where, in the Board's opinion, failure to grant such variance would create hardship, or where such variances would be in keeping with the spirit and intent of these easements, covenants and restrictions, and where such variances shall not adversely affect any neighboring Owners or the subdivisions as a whole. The Board, in its discretion, may grant variances upon receipt of a written application from an Owner. The application shall set forth in detail the variance required and reasons for requesting the change. Any variances, if granted, shall be granted by the Board in writing and shall be complied with by the Owner. All variances shall be executed with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida. A variance shall be effective upon recording. All costs or fees for the Board's review, preparation of the variance document and the recording of a variance shall be paid by the Owner.

ARTICLE III Use Restrictions

The use of the properties located in these subdivisions shall be in accordance with the following provisions.

1. Unightly Objects - Visible Storage. All refuse and trash containers, outside clothes lines as permitted by law, oil or propane gas tanks, water softening equipment, air conditioners, permanent generators, swimming pool filters, pumps, and other similar items, must be underground or hidden from view of all neighboring Lots by a landscaped hedge, shrubs, wall, or fence, of sufficient height and length to conceal the equipment. Walls and fences shall be architecturally attached to the dwelling.

2. Trash Collection. The Owners of all Lots shall place their garbage and rubbish in sanitary disposal containers. Garbage containers, refuse or landscape debris shall not be put out for collection until after 5:00 P.M. of the evening before collection and returned by 7:00 P.M. of the evening of collection per Sarasota County ordinance. Dumping or placement of trash, refuse,

grass cuttings, or yard debris of any kind on any Lot or common property grounds within the subdivisions is prohibited.

3. Recreational Equipment. No basketball backboards, nets, swing sets, jungle gyms, and other similar game or play equipment shall be erected or maintained upon any Lot for more than seventy-two (72) hours without prior approval from the Board.

4. Decorative Objects. Decorative objects, such as sculptures, fountains, flagpoles, and similar items, shall not be excessive in height or number and shall be in keeping with the character of the neighborhood.

5. Receptacles. No mail receptacles, newspaper receptacles, or similar receptacles, shall be permitted on individual Lots except as required by the U.S. Postal Service.

6. Parking and Prohibited Vehicles. All vehicles must be parked on driveways or in garages and shall not be parked otherwise on yards or Lots at any time. No vehicles may be parked on the streets within the subdivisions between the hours of 11:00 p.m. in the evening and 6:00 a.m. the next morning, Sarasota, Florida, local time.

(a) No vehicle may be repaired in open view of any Lot Owner from any angle within the subdivisions except within a garage.

(b) Vehicles not registered to operate on public roads as required by Florida law, trucks over $\frac{3}{4}$ ton, commercial vehicles, vehicles with commercial writing on their exteriors or with commercial equipment visible, vehicles primarily used or designed for commercial purposes, tractors, mobile home, recreation vehicles or equipment, trailers (either with or without wheels), campers trailers, boats and other water craft, and boat trailers, shall be parked only in enclosed garages.

7. Animals. Dogs and cats may be kept in the subdivisions. Dogs must be kept on a leash and in visual range of the person walking a dog at all times when outdoors, all in accordance with Sarasota County ordinances. Other usual and common household pets which remain indoors at all times are permitted. No food or farm animals, such as, but not limited to, chickens, pigs, goats, or sheep, are permitted on a Lot. No pets are permitted to endanger health, make objectionable noise, or constitute a nuisance or inconvenience to others.

(a) Permitted pets may not be kept in a number or manner as to be a nuisance to neighbors. In no event, shall any permitted pet be kept, bred or maintained for any commercial use or purpose.

(b) Pet Owners shall be responsible for cleaning up any refuse created by the animals, whether on their property, other property in the neighborhood, or public streets in the subdivisions.

(c) No outside animal runs or pens are permitted.

8. Signs. No signs of any type shall be displayed on any Lot, with the following exceptions: security systems signs, construction job signs, and for sale or lease/rent signs of the Owner, a builder, or the Owner's real estate broker. No signs of any kind are to be placed on common property except for Association use. Open House signs may be displayed on the Owner's property for no more than two (2) days, between the hours of 10:00 a.m. to 6:00 p.m., by the Owner or the Owner's real estate broker.
9. No Trade or Business. No dwelling shall be used to carry on any trade, business, occupation or profession.
10. Nuisance. No noxious or offensive activity shall be permitted upon any Lot, or anything which may become an annoyance or nuisance to the neighborhood. No unlawful use of any Lot may be made by or permitted by the Owner, his or her tenants or invitees.
11. Antennas. The following rules are designed in conformance with the FCC Telecommunications Act of 1996, as amended from time to time.
- (a) It is incumbent upon the Lot Owner to secure all required permits prior to installing an antenna or satellite dish.
 - (b) Radio antennas shall not protrude more than two (2) feet above the roof of any home.
 - (c) Satellite dish TV antennas cannot exceed one meter (39 inches) in diameter.
 - (d) Satellite dishes must be mounted on the dwelling in a location most suitable for reception. The first choice for the mounting of dishes on a dwelling shall be at the back of the dwelling at the roof line, and the least desirable shall be at the front.
 - (e) All cable and wires, except for stabilizing cables and wires, connecting to an antenna shall be buried.
 - (f) Cables and wires along portions of the exterior dwelling surface shall be painted to match the building color and shall be secured to the building.
 - (g) No more than two antennas may be installed on a dwelling.
 - (h) Owners shall not permit their antennas or dishes to fall into disrepair or become safety hazards.
12. Lease/Rental. Lot Owners who choose to lease/rent their property shall not, in any manner, be relieved of their responsibility to conform to the requirements of these easements, covenants and restrictions as set forth herein. It shall also be the responsibility of the Owners to keep their tenants so informed and to maintain compliance with these restrictions. Dwellings may be leased or occupied only in their entireties, and no fraction or portion may be leased.

Individual rooms of a dwelling may not be leased on any basis. No transient tenants may be accommodated in a dwelling.

(a) All leases or occupancy agreements of dwellings (collectively, "Lease Agreements") are subject to the following provisions.

(i) All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association.

(ii) All Lease Agreements, together with an application signed by both the Owner and tenant, on the approved Association form, which the board shall establish and may amend from time to time, be submitted to the Association at least fifteen (15) days prior to commencement of the lease term.

(iii) The Owner shall pay the lease application fee prescribed by the Association. The initial non-refundable lease application fee shall be twenty five dollars (\$25.00) and may be increased from time to time by the Board of Directors.

(iv) The Owner shall conduct a criminal and financial background check on each prospective tenant at such Owner's cost and expense and shall provide such information to the Association.

(v) No dwelling may be leased more than one (1) time in any 12 month period without prior Board approval.

(vi) Each Lease Agreement shall contain an attached copy of Article III and Article IV of these easements, covenants and restrictions. The tenant, as part of the Lease Agreement, shall agree in writing to abide by and adhere to these easements, covenants and restrictions.

(vii) The Owner shall agree to remove, at Owner's sole expense, by legal means, including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to these easements, covenants and restrictions, and any other policies approved by the Association. Should Owner fail to perform his or her obligations under this section the Association shall have the right, but not the obligation, to evict such tenant and the costs of doing so shall be the responsibility of the Owner.

(viii) All lease Agreements shall require that the dwelling be used solely as a single family residence.

(b) Each leased dwelling shall be occupied only by tenants, members of the tenant's family, and professional caregivers, as a residence and for no other purpose. The maximum number of tenant occupants in any dwelling, including members of the tenant's family and professional caregivers, shall be no more than two (2) occupants per bedroom.

ARTICLE IV
Maintenance

The maintenance of the properties located in the subdivisions shall be in accordance with the following provisions.

1. **Dwelling Maintenance.** Dwelling maintenance shall be performed in a regular, timely manner. The Owner shall maintain in a reasonable condition the following items: dwelling paint color and condition; roof and driveway color and cleanliness; driveways; removal of stains on dwelling, walks, and driveways; and any other condition that may degrade the neighborhood's appearance as determined by the Board.

2. **Landscaping.** Landscape maintenance shall be performed in a regular, timely manner. Each owner shall maintain his or her Lot's grass areas at a height and condition not to exceed eight (8) inches. Owners shall maintain all landscaping between his or her Lot boundary and the paved street adjoining such Lot. Failure to maintain lawns or landscaping shall be deemed to impair the value of the neighboring Lots and may be hazardous to the health and welfare of the neighborhood.

(a) No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any Lot. The Lots shall be kept mowed and clear of debris and excessive and unsightly vegetation by the Lot Owner. The non-native invasive Melaleuca trees, Australian Pine Trees, Short Leaf Fig, Brazilian Pepper Tree, and all other plants currently prohibited by Sarasota County, Florida, and State or Federal ordinances are not permitted to grow or remain on any Lot or Association common area.

(b) In the event an Owner fails to maintain his or her dwelling or Lot, and/or the Lot Owner has a continuing deed restriction violation on the dwelling or Lot, and the dwelling or Lot is reasonably accessible, the Association, through its Board, may, at its option, after giving the Owner fifteen (15) days' written notice, sent to his or her last known address, may enter upon said Lot and make repairs, remove the violation and/or improve the appearance of the dwelling and/or lot, including, but not limited to, mowing, maintenance, weeding, removal of non-native invasive trees, underbrush, trash, or refuse and pay the costs thereof with funds of the Association all upon the approval of a majority of the Board. The Association shall charge the Owner the cost of such service. Such entry shall be deemed to be permitted and shall not be deemed a trespass. The charge for the cost of such work shall become an assessment lien upon the Lot as is permitted under Article V hereof. This charge shall bear interest at the maximum interest rate allowed by law, until fully paid. The Lot Owner shall further be responsible for all costs and attorney's fees involved in the request for compliance with these easements, covenants and restrictions and in the collection of any charges or costs the Association incurs for pursuing the violation remedies set forth herein.

ARTICLE V
Owners' Association

1. Owners Association. The Association is a Florida not for profit corporation governed under the laws of the State of Florida, and its name is GULFVIEW ESTATES OWNERS ASSOCIATION, INC.

(a) All owners of a Lot, upon acquiring title, automatically become members of the Association and are obligated to pay uniform assessments to the Association. Each member shall be entitled to all of the benefits and be obligated by all of the duties, responsibilities and rules of the Association.

(b) In the event of joint ownership of a Lot, each co-owner is a member of the Association, but each Lot shall be entitled to only one (1) vote. There shall be no fractional voting.

(c) The Association shall be responsible for the operation of the subdivisions, each as a community, as provided in Chapter 720, Florida Statutes, as amended from time to time. The Association shall have no right to modify or impose restrictions upon the subdivisions, except as expressly set forth herein, and shall have no right to purchase or lease property except that needed for the maintenance of property now owned or hereafter conveyed to the Association, unless such purchase or lease is approved by a majority of the Owners of each subdivision.

(d) The Association and the Lot Owners shall have such rights and obligations as set forth in Chapter 720, Florida Statutes, as amended from time to time, and as set forth in the governing documents for the communities. The Owners shall be responsible, both physically and financially, for the construction, repair, and replacement of the drainage system(s) on their Lots, except as such may be provided by governmental authority, conditioned upon approval of the plans therefore by the Association and, as applicable, by the governmental authority having jurisdiction thereof.

(e) The cost(s) of operating the Association and defraying the Association expenses as outlined herein, as well as any other expenses relating to obligations undertaken by the Association, shall be payable by each Owner to the Association annually. The Association shall assess each building Lot its prorated share of the common expenses. Each Lot's prorated share shall be determined on a basis of the total number of Lots in the subdivision in which such Lot is located; each such Lot to bear its equal share. A Lot's annual assessment shall be as established by the Association.

(f) In the event that a Lot's Owner does not pay its maintenance assessment when levied as required by the Association, the assessment, which is secured by a lien on the Lot effective from and relating back to the date on which the original declaration of the subdivision was recorded, provided, however, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of Sarasota County, Florida, may be set forth in a claim of lien and recorded in the public records of Sarasota County, Florida. The assessment shall bear interest at the highest rate allowed by law, per annum, from the date the

assessment is levied until the lien is fully paid. The assessment lien shall be subject to foreclosure in the same manner in which a mortgage of real property is foreclosed, and the Association may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The lien shall also secure payment of all costs and expenses of the Association including court costs and attorneys' fees incurred in collecting the assessment.

2. Amendments. The easements, restrictions and covenants for a subdivision may be amended by the vote of a majority of members, who are Owners in such subdivision, present in person or by proxy at a properly called members' meeting. Amendments shall become effective when duly executed and recorded in the Public Records of Sarasota County, Florida. No amendment, however, shall invalidate any action properly taken under the easements, covenants and restrictions for a subdivision.

3. Deed and Contract to Include Reference. All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot in a subdivision shall specifically contain a reference that the Lot is subject to these easements, covenants and restrictions.

4. Remedies for Violation. In the event that the Owner of any Lot shall violate, or attempt to violate, any of these easements, covenants and restrictions, the Association, in its discretion, or any person or persons owning any substantial interest in a Lot in a subdivision in which the violation occurs, may prosecute any proceedings for the recovery of damages, or for injunctive, or declaratory, relief, against the person or persons so violating or attempting to violate any of these easements, covenants or restrictions, for the purpose of remedying or preventing such a violation. Provided, however, that the remedies contained in this paragraph shall be construed as being cumulative of all other remedies now or hereafter provided by law. Although the Association may enforce these easements, covenants and restrictions, it shall not be obligated to do so. The prevailing party in any legal proceeding to enforce these easements, covenants and restrictions shall be entitled to the recovery of the costs and reasonable attorneys' fees, including appellate proceedings, incurred by such party.

5. Compliance Committee. The Board of Directors, through the following process, has the authority to levy fines for noncompliance with the easements, covenants and restriction applicable in a subdivision.

(a) The Board shall establish a committee, designated as a "Compliance Committee," for each of the subdivisions, the duty of which is to conduct hearings and submit reports to the Board regarding violations to the easements, covenants and restrictions.

(b) The Compliance Committee shall consist of no less than three (3) nor more than five (5) Owners in a subdivision for which the particular Compliance Committee is formed, none of whom shall be an officer, director, or employee of the Association or the spouse, parent, child, brother, or sister of an officer, director, or employee. The requirements for qualification as a Compliance Committee member include maintaining a current status in assessment obligations and maintaining such member's Lot in compliance with the terms contained in the applicable easements, covenants and restriction.

(c) The Board may levy reasonable fines against an Owner for failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the applicable easements, covenants and restrictions, the bylaws, or the reasonable rules of the Association. The imposition of fines is subject to review by the Compliance Committee. A fine of less than \$1,000.00 may not become a lien against a Lot. A fine shall not exceed \$100.00 per violation or be levied in an amount other than as permitted by law, whichever is greater. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$3,000.00 or as otherwise permitted by law, whichever is greater. A fine shall not be levied except after giving notice and an opportunity for a hearing to the Owner and, if applicable, an occupant, licensee or invitee as provided by statute.

(d) The Board of Directors shall afford an opportunity for a hearing before the appropriate Compliance Committee to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. The notice shall include the following:

(i) A statement of the date, time, and place of hearing;

(ii) A statement of the applicable provisions of the easements, covenants and restrictions, the bylaws, and the rules and regulations of the Association alleged to have been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

(e) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(f) Upon completion of the hearing or in the event the party against whom the fine is sought to be levied fails to attend the hearing, the Compliance Committee shall present to the Board a written report regarding such party's alleged violation. If the Compliance Committee, by majority vote, does not approve a proposed fine, it may not be imposed. The Compliance Committee's written statement to the Board may include a recommended adjustment of the fine amount for each incident determined by the Compliance Committee to constitute a failure to comply with the governing documents, and the rationale supporting the recommendation. If the Association imposes a fine, the Board must provide written notice of such fine by regular mail or hand delivery to the Lot Owner and, if applicable, to any tenant, licensee, or invitee of the Owner.

(g) Upon the levying of any fine, the Board may collect such fine in one or more installments. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

(h) An affected Owner, whether the offending party or not, shall always be given notice of the hearing before the Compliance Committee.

(i) In the event a fine is levied as a result of this process and the offending party refuses or fails to pay the fine within thirty (30) days from the date of notice of imposition of the fine, then the Board is authorized to begin collection procedures, including, but not limited to, filing a legal action, to collect the fine. All expenses incurred in collecting the fine, including, but not limited to attorney's fees and costs, will be the responsibility of the person against whom the fine is levied.

6. Term of Restrictions. These restated easements, covenants and restrictions shall remain in force and effect for a period of thirty (30) years from the date of their recording in the Public Records of Sarasota County, Florida, and may be renewed pursuant to the procedures provided by law.

7. Invalidation. Invalidation of any one or more of these easements, covenants and restrictions by judgment or court order, or in any other manner, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

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